



Sen. Dave Syverson

Filed: 3/11/2016

09900SB2333sam001

LRB099 19011 HEP 46002 a

1 AMENDMENT TO SENATE BILL 2333

2 AMENDMENT NO. _____. Amend Senate Bill 2333 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Security Deposit Return Act is amended by
5 changing Section 1 as follows:

6 (765 ILCS 710/1) (from Ch. 80, par. 101)

7 Sec. 1. A lessor of residential real property, containing 5
8 or more units, who has received a security deposit from a
9 lessee to secure the payment of rent or to compensate for
10 damage to the leased property may not withhold any part of that
11 deposit as compensation for property damage unless he has,
12 within 30 days of the date that the lessee vacated the
13 premises, furnished to the lessee, delivered in person, by mail
14 directed to his last known address, or by electronic mail to a
15 verified electronic mail address provided by the lessee, an
16 itemized statement of the damage allegedly caused to the

1 premises and the estimated or actual cost for repairing or
2 replacing each item on that statement, attaching the paid
3 receipts, or copies thereof, for the repair or replacement. If
4 the lessor utilizes his or her own labor to repair any damage
5 caused by the lessee, the lessor may include the reasonable
6 cost of his or her labor to repair such damage. If estimated
7 cost is given, the lessor shall furnish the lessee with paid
8 receipts, or copies thereof, within 30 days from the date the
9 statement showing estimated cost was furnished to the lessee,
10 as required by this Section. If a written lease provision
11 authorizes withholding amounts from the security deposit to
12 compensate the lessor for items of personal property located in
13 the leased premises that, if damaged, will not be repaired or
14 replaced and the written lease includes an inventory schedule
15 of each item, a description of the condition of each item at
16 the time the lessee took possession of the premises, and the
17 amount that will be charged if the item is damaged, the lessor
18 may deduct the amount specified on the inventory schedule and
19 must include on the statement a description of the damage to
20 the item of personal property and a copy of the inventory
21 schedule. If no such statement and receipts, or copies thereof,
22 are furnished to the lessee as required by this Section, the
23 lessor shall return the security deposit in full within 45 days
24 of the date that the lessee vacated the premises. For the
25 purposes of this Section, "the date that the lessee vacated the
26 premises" means the date on which the lessee's right to possess

1 and occupy the premises expired, either under provisions of the
2 lease, by court order, or under other applicable law. This
3 Section does not apply to a tenancy at sufferance or when a
4 lease has been terminated for cause by the lessor and the
5 lessee remains in the property beyond the date a court has
6 ordered that possession be restored to the lessor.

7 Upon a finding by a circuit court that a lessor has refused
8 to supply the itemized statement required by this Section, or
9 has supplied such statement in bad faith, and has failed or
10 refused to return the amount of the security deposit due within
11 the time limits provided, the lessor shall be liable for an
12 amount equal to twice the amount of the security deposit due,
13 together with court costs and reasonable attorney's fees.

14 (Source: P.A. 97-999, eff. 1-1-13.)".